

SPECIAL WARRANTY DEED

DATE: _____

GRANTOR: CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

GRANTEE: BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.
a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: 119 Lake Street
(including County) Brazos County
Bryan, Texas 77801

CONSIDERATION: Ten Dollars (\$10.00) and other
good and valuable consideration.

PROPERTY:

Lot Seven (7), Block Five (5), McCulloch's Subdivision of 40 acres of land out of the Crawford Burnett League of Brazos County, Texas, City of College Station, according to plat thereof recorded in Volume 122, Page 91 of the Deed records of Brazos County, Texas.

Being the same property described in General Warranty Deed dated April 17, 2002, from BENNIE LAMPKINS also known as BENNIE LEE BABERS LAMPKINS, NAOMI EPPS also known as NAOMI BABERS EPPS, RUTHA HARRISON also known as RUTHA MAE BABERS HARRISON, LUTHER BABERS, III, JOANNE BROWNLEE also known as JO ANN BABERS BROWNLEE, TRACY BABERS, MARINA BABERS also known as MARINA KAY BABERS, TARA BABERS, BONNIE HONORA also known as BONNIE BEE BABERS HONORA, OSCAR BABERS, WILLIAM BABERS also known as WILLIAM CURTIS BABERS, BERTHA FLETCHER also known as BERTHA BABERS FLETCHER, and BETTY GARRETT also known as BETTY JO BABERS GARRETT, by and through their agent and attorney-in-fact, DINO BABERS and DINO BABERS, Individually to City of College Station, Texas, recorded in Volume 4579, Page 89, of the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Restrictive covenants recorded in Volume 126, Page 423, of the Deed records of Brazos County, Texas.

2. Twenty-five foot (25') Building Line on the southwest and northeast sides; Seven and one-half feet (7.5') Building Line on the northwest and southeast sides; electric lines bisects the tract in an east/west direction, as shown on survey prepared on August 14, 2000, under the supervision of Brad Kerr, R.P.L.S. No. 4502.
3. Encroachment of existing portable building into the 25' building line on the northeast side of the property, as shown on survey prepared on August 14, 2000, under the supervision of Brad Kerr, R.P.L.S. No. 4502.
4. This conveyance is conditioned on the construction of a dwelling meeting HUD approved requirements on the property within eighteen (18) months from date of this deed. This dwelling primarily promotes a public purpose of the City. If GRANTEE does not construct such dwelling in the time period allotted, the Property shall automatically revert to GRANTOR free and clear of any and all liens and encumbrances.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY AS IS WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under GRANTOR but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

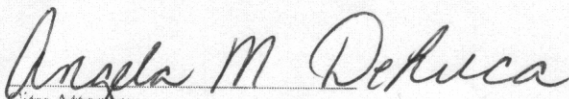
ATTEST:

CITY OF COLLEGE STATION,
a Texas Municipal Corporation

CONNIE HOOKS, City Secretary

BY: _____
RON SILVIA, Mayor

APPROVED:



City Attorney

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2002, by Ron Silvia as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960